

10-20-1998

MRD
10-16-98FORM PTO-1594
(Rev 5-93)

100853202

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ORGANIC FOOD PRODUCTS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: California

Other:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: October 9, 1998

2. Name and address of receiving party(ies):

Name: FINOVA CAPITAL CORPORATION

Address: 355 South Grand Street, Suite 2400

City: Los Angeles State: CA Zip: 90071

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: Delaware

Other:

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark number(s):

A. Trademark Application No. s)

B. Trademark Registration No.(s)

2,147,800 1,776,701

2,146,445 1,700,735

1,755,623 1,888,762

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence concerning
document should be mailed:

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH

400 Hamilton Avenue

Palo Alto, California 94301

6 Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien

Name of Person Signing

Signature

October 15, 1998

Date

Total number of pages comprising cover sheet: [4]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

PA\834376.1
1060551-900700TRADEMARK
REEL: 1801 FRAME: 0502

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is entered into as of October 9, 1998, by and between Organic Food Products, Inc., a California corporation ("Grantor"), and FINOVA Capital Corporation, a Delaware corporation ("Lender").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in the Loan and Security Agreement, dated as of the date hereof, between Lender and Grantor (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Trademarks (the "Collateral") to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the Collateral (including, without limitation, those Trademarks listed on Exhibit "A" hereto), and, including without limitation, all proceeds thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be

cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Lender, of any or all other rights, powers or remedies.

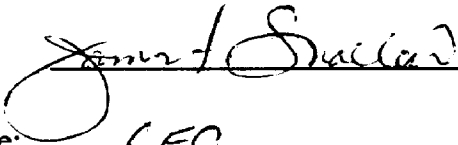
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ORGANIC FOOD PRODUCTS, INC.

550 Monterey Avenue
Morgan Hill, CA 95037

By: 
Title: CEO

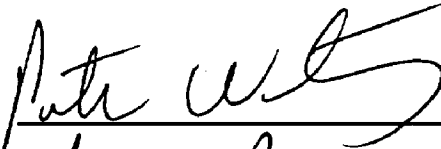
Attn: _____

LENDER:

Address of Lender:

FINOVA CAPITAL CORPORATION

355 South Grand Street, Suite 2400
Los Angeles, CA 90071

By: 
Title: Vice Pres

Attn: Mr. John Bonano

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Millina's Finest	2,147,800	March 31, 1998
Parrot Brand	2,146,445	March 24, 1998
Napa Valley Springs	1,755,623	March 2, 1993
Sunny Farms	1,776,701	June 15, 1993
Pacific Rim	1,700,735	July 14, 1992
Pacific Rim Design	1,888,762	April 11, 1995